

✓ Admitted
No objection

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

| | | |
|--|---|----------------------|
| In the Matter of |) | |
| Petition of WorldCom, Inc. Pursuant |) | |
| to Section 252(e)(5) of the |) | CC Docket No. 00-218 |
| Communications Act for Expedited |) | |
| Preemption of the Jurisdiction of the |) | |
| Virginia State Corporation Commission |) | |
| Regarding Interconnection Disputes |) | |
| with Verizon Virginia Inc., and for |) | |
| Expedited Arbitration |) | |
| |) | |
| In the Matter of |) | CC Docket No. 00-249 |
| Petition of Cox Virginia Telecom, Inc., etc. |) | |
| |) | |
| In the Matter of |) | CC Docket No. 00-251 |
| Petition of AT&T Communications of |) | |
| Virginia Inc., etc. |) | |
| |) | |

VERIZON VIRGINIA INC.

**Testimony of Donald Albert, Ralph Curbelo, Joseph Gansert,
Nancy Matt, Louis Minion, Carlo M. Peduto II, Gary Sanford,
and John White (Continued)**

July 31, 2001

VERIZON VIRGINIA INC. PANEL TESTIMONY ON
UNBUNDLED NETWORK ELEMENTS AND
INTERCONNECTION COSTS

incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network.

1. Dedicated Transport

a) Element Description

Q. Please define the dedicated interoffice transport element used in Verizon VA's forward-looking incremental cost study.

A. The Dedicated IOF element is defined as IOF transmission facilities dedicated to a particular customer. Dedicated IOF is offered between Verizon VA-owned wire centers at the following signaling levels: DS1, DS3, STS-1, OC-3, and OC-12. Dedicated DS3 transport consists of a two-point digital channel that provides for simultaneous two-way transmission of digital electrical signals at a transmission rate of 44.736 Mbps. Dedicated DS3 transport provides for the equivalent of 28 DS1 channels or 672 analog voice grade channels. STS-1 provides a total bandwidth of 51.84 Mbps, including both overhead and payload. OC-3 transport provides the equivalent capacity of three DS3 facilities, and OC-12 transport provides the equivalent capacity of 12 DS3 facilities.

Monthly costs have been identified on a "fixed" basis and a "per mile" basis for each signaling level facility.

Q. What are the fixed (non-mileage-sensitive) costs of dedicated transport?

VERIZON VIRGINIA INC. PANEL TESTIMONY ON
UNBUNDLED NETWORK ELEMENTS AND
INTERCONNECTION COSTS

1 A. In general, the fixed investments are those investments identified at the
2 originating and terminating Verizon VA wire centers, which include
3 electronic equipment such as SONET add/drop multiplexers, digital cross
4 connect systems (DCS), and fiber terminations.

5

6 Q. What are the per-mile costs of dedicated transport?

7 A. In general, the per-mile costs represent those investments which vary with the
8 length of the facility and contain interoffice fiber cables, structure, and any
9 necessary electronics at intermediate Verizon VA serving wire centers for
10 when a circuit traverses an additional ring.

11

12 b) *Technology Assumptions*

13 Q. What is the forward-looking IOF construct used as the basis of
14 developing the costs associated with dedicated IOF transport?

15 A. Verizon VA is using SONET fiber optic transport rings for growth
16 applications in the interoffice network. The IOF Transport cost studies have
17 been based on facility models which are schematics representing equipment
18 routing using this construct. The facility models were created to serve all
19 signal levels (DS1, DS3, STS-1, OC-3, OC-12). Additional detail is
20 provided in the Cost Manual, Attachment B.

21

VERIZON VIRGINIA, INC.
ARBITRATION PROCEEDING
FEDERAL COMMUNICATIONS COMMISSION
CC DOCKET NOS. 00-218, 00-249, and 00-251
IOF TRANSPORT COST STUDY
PART D - 2

1.1 Service Description

SERVICE DESCRIPTION

Unbundled Transport is divided into Dedicated costs and Common costs for Fixed and Per Mile. The cost elements are:

1. Unbundled Dedicated VG EQ. & PL & DDS IOF Transport - 64 & 56 Kbps
2. Unbundled Dedicated DS-1 IOF Transport (DS-1) - 1.544 Mbps
3. Unbundled Dedicated DS-3 IOF Transport (DS-3) - 44.736 Mbps
4. Unbundled Dedicated STS-1 IOF Transport (STS-1) - 51.84 Mbps
5. Unbundled Dedicated OC-3 IOF Transport (OC-3) - 155.52 Mbps
6. Unbundled Dedicated OC-12 IOF Transport (OC-12) - 622.08 Mbps

1. Unbundled Dedicated Voice Grade EQ., Pvt. Line & DDS IOF Transport

Fixed: Voice Grade Fixed; A Voice Grade facility is an electrical communication path that provides voice-frequency transmission in the nominal frequency range of 300 to 300 Hz and may be terminated as either two-wire or four-wire. Voice Grade EQ. does not contain any D4 Channel bank equipment and is used in conjunction, mainly as investments, with studies using the NCAT model while Voice Grade Private Line/ DDS uses D4 Channel bank equipment and does not go through the switch. Digital data services (DDS) - Fixed (both ends); DDS provides for the duplex four-wire transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6 or 56 kilobits per second (KBPS) between and within Digital serving areas. The actual bit rate is a function of the channel interface selected by the customer.

Per Mile: This includes the costs of the Intermediate Channel Terminating (ICT) equipment, as well as the associated fiber, poles, and conduit support investments for VG & DDS service @ 56 & 64 Kbps.

2. Unbundled Dedicated DS-1 IOF Transport

Fixed: DS-1 (Synchronous Transport Signal Level 1)

A DS-1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

Per Mile: This description is the same as above for per mile VG / DDS, except that it supports the DS1 service @ 1.544 Mbps.

3. Unbundled Dedicated DS-3 IOF Transport

Fixed: A DS-3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

Per Mile: This description is the same as above for per mile VG / DDS, except that it supports the DS3 service @ 44.736 Mbps.

4. Unbundled Dedicated STS-1 IOF Transport

Fixed: STS-1 (Synchronous Transport Signal Level 1) is a 51.84 Mbps signal that is the electronic equivalent of the Synchronous Optical Network (SONET), otherwise known as Optical Carrier (OC), OC-1 signal. The STS-1 signal consists of transport overhead and the Synchronous Payload Envelop (SPE). The overhead part of the signal is used for controlling, framing, and maintaining the signal. The SPE is used to carry synchronous or asynchronous signals. An STS-1 can carry 28 DS1s (Virtual Tributaries) when specifically mapped into VT1.5s. The VT is a structure for transport of sub DS3 payloads within the STS-1 signal. A VT 1.5 has the same traffic capacity as a DS1 plus overhead. An STS-1 can also carry a DS3 signal.

Per Mile: This description is the same as above for per mile VG / DDS, except that it supports STS-1 service @ 51.84 Mbps.

5. Unbundled Dedicated OC-3 IOF Transport

Fixed: The OC-3 rate is 155.52 Mbps built from using the basic building block or base transmission rate of 51.84 Mbps. The physical interface for all OC is optical fiber. The characteristics of this interface are specified by Bellcore in GR-253-CORE.

Per Mile: This description is the same as above for per mile VG / DDS, except that it supports the OC-3 service @ 155.52 Mbps.

6. Unbundled Dedicated OC-3 IOF Transport

Fixed: The OC-12 provides for an optical transmission rate of 622.08 Mbps.

Per Mile: This description is the same as above for per mile STS-1, except that it supports the OC-12 service @ 622.08 Mbps.

1.2 Network Diagram

NETWORK DIAGRAM

Each individual tab in the IOF study, listed by type of service, contains the circuit configurations and weightings that are used in the IOF models.

(See Section 5 below for the IOF Model Documentation for further details.)

1.3 Cost Study Methodology

METHODOLOGY

Interoffice (IOF) cost studies consist of four processes. The first is the calculation of network element prices from equipment configurations. The second is using these prices to develop network element investments through the application of loading factors. In the third step, the network element investments are used to populate weighted circuit designs to determine a total average circuit investment for the service under study. The last step is the application of annual cost factors to each investment account to obtain a total annual cost for the service.

Network elements (NE) are the major equipment components of circuit designs such as SONET add-drop Multiplexer, electronic digital cross-connect machines, D4 channel banks, fiber cable, poles, and conduit. Investments for these items begin with obtaining current contract prices from the VERIZON purchasing organization. Information from vendors and/or Verizon's engineering organization enables the prices to be compiled into typical equipment configurations. A complete price configuration includes vendor engineering, installation, transportation, right to use fees (software), and discounts. Each NE is configured to operate at its maximum practical capacity to determine a total price. The total price is then divided by the DS-0 capacity to produce an equivalent price per DS-0 circuit that rides through the NE. NE investments are produced by applying VERIZON loadings to these prices. The loadings include power, land, buildings, forward-looking utilization, and installation. These calculations yield NE investments on a per DS-0 basis.

In the next step, circuit designs are obtained from VERIZON planning engineers. The NE investments are used to populate the circuit designs. Several designs are used for each service, which are weighted according to frequency of use to determine an average circuit investment per service at the DS-0 level. The DS-0 level circuit investments are multiplied by the quantity of DS-0s in the service to get the appropriate investment level for that service; i.e., DS-0 level investments are multiplied by 24 to get DS-1 level investments for DS-1 level services.

The costs of the services are determined by applying annual cost factors to each investment account in the typical circuit design. The costs are stated as fixed (IOF channel termination) and per mile, and are shown broken down between direct and shared costs. The application of costs and power, land, building & EF&I loadings are done in the Vcost system.

Verizon Virginia Inc.

IOF Transport

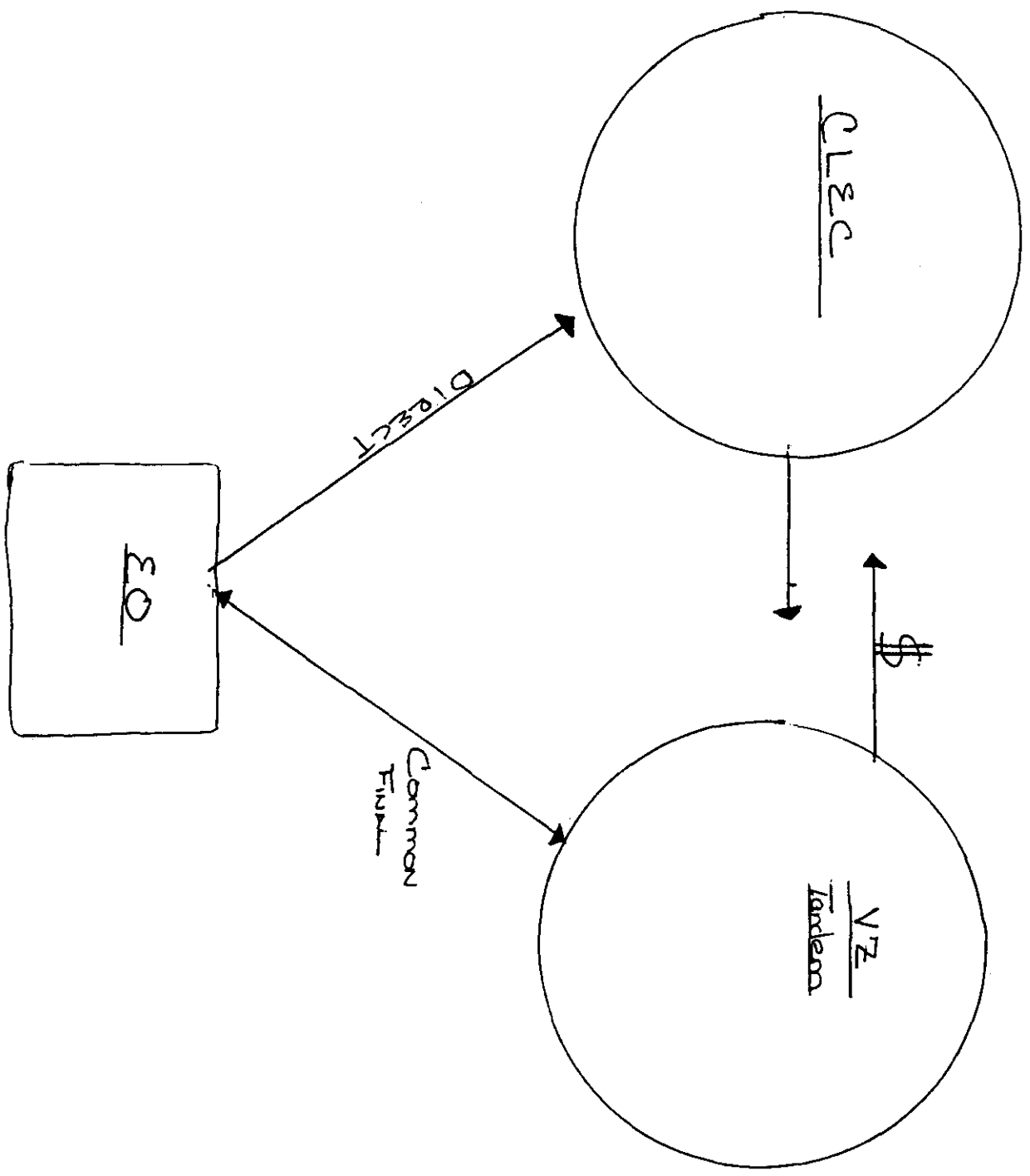
Section Descriptions

2 Cost Study Results

2.1 Total CostsVerizon Virginia Inc.
IOF Transport
TELRIC (UNE)
2001-2003
Detailed Costs

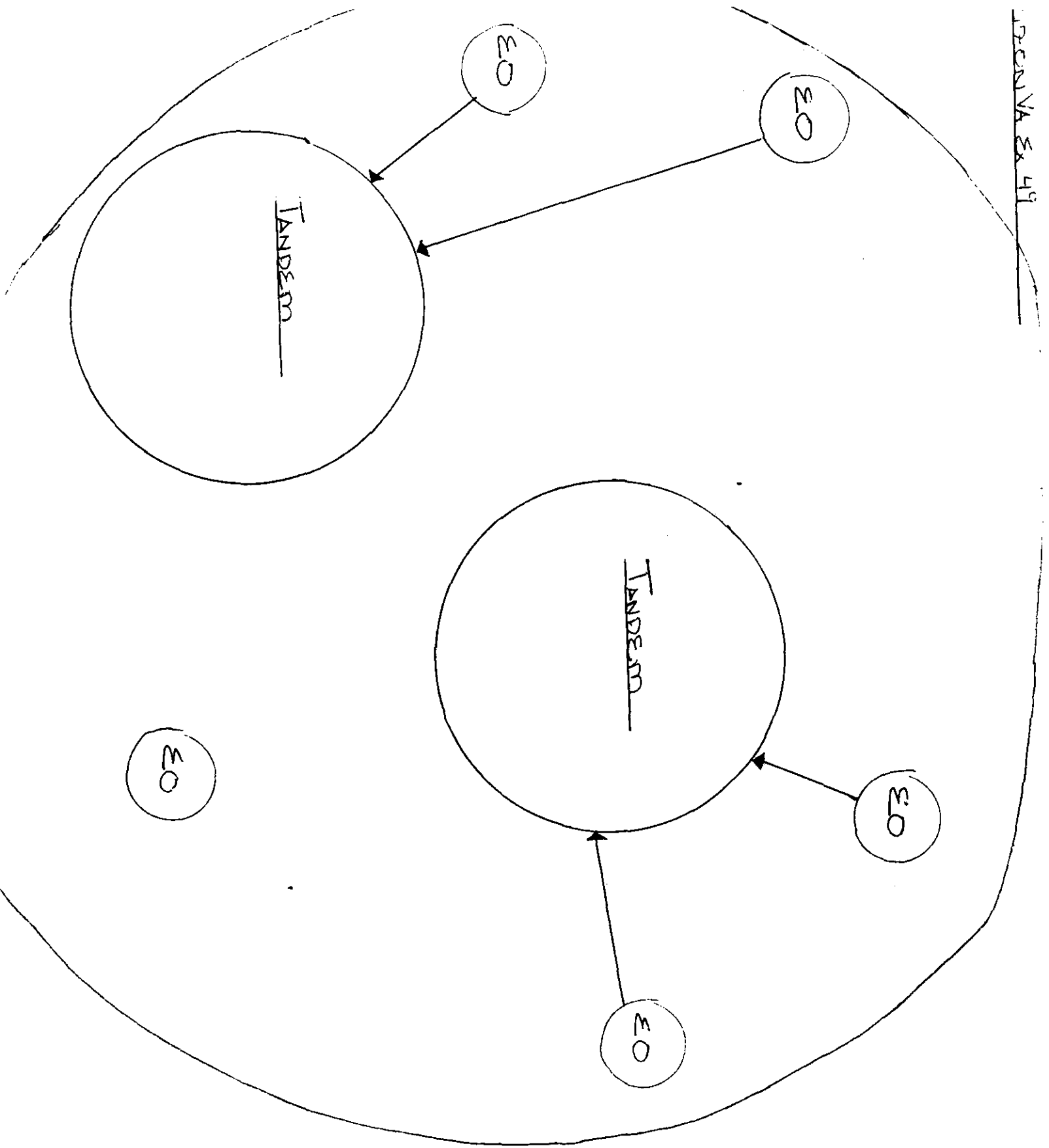
| <u>Item</u> | <u>Direct Cost</u> | <u>Shared Cost</u> | <u>Total Cost</u> |
|-----------------|------------------------|------------------------|-----------------------|
| VG PL Fixed | \$27.7492 | \$3.5642 | \$31.3133 |
| Common Overhead | | | \$2.4988 |
| GRL | | | \$0.2281 |
| Total | | | \$34.0402 |
| Per Mileage | \$0.1172 | \$0.0326 | \$0.1499 |
| Common Overhead | | | \$0.0120 |
| GRL | | | \$0.0011 |
| Total | | | \$0.1629 |
| DS1 Fixed | \$44.6427 | \$5.7340 | \$50.3767 |
| Common Overhead | | | \$4.0201 |
| GRL | | | \$0.3669 |
| Total | | | \$54.7636 |
| Per Mileage | \$2.8130 | \$0.7834 | \$3.5964 |
| Common Overhead | | | \$0.2870 |
| GRL | | | \$0.0262 |
| Total | | | \$3.91 |
| DS3 Fixed | \$407.1399 | \$52.2939 | \$459.4338 |
| Common Overhead | | | \$36.6628 |
| GRL | | | \$3.3463 |
| Total | | | \$499.4429 |
| Per Mileage | \$37.7109 | \$16.6515 | \$54.3724 |
| Common Overhead | | | \$4.3389 |
| GRL | | | \$0.3960 |
| Total | | | \$59.1073 |

| | | | | |
|------|-----------------|-------------|------------|-------------|
| STS1 | Fixed -- | \$410.0355 | \$52.6658 | \$462.7014 |
| | Common Overhead | | | \$36.9236 |
| | GRL | | | \$3.3701 |
| | Total | | | \$502.99 |
| | Per Mileage | \$37.8780 | \$16.6829 | \$54.5609 |
| | Common Overhead | | | \$4.3540 |
| | GRL | | | \$0.3974 |
| | Total | | | \$59.31 |
| OC3 | Fixed | \$1175.0107 | \$150.9208 | \$1325.9315 |
| | Common Overhead | | | \$105.8093 |
| | GRL | | | \$9.6574 |
| | Total | | | \$1441.3982 |
| | Per Mileage | \$113.7442 | \$50.0630 | \$163.8072 |
| | Common Overhead | | | \$13.0718 |
| | GRL | | | \$1.1931 |
| | Total | | | \$178.0721 |
| OC12 | Fixed | \$3353.2342 | \$430.6964 | \$3783.9305 |
| | Common Overhead | | | \$301.9577 |
| | GRL | | | \$27.5601 |
| | Total | | | \$4113.4483 |
| | Per Mileage | \$192.9368 | \$166.5949 | \$359.5317 |
| | Common Overhead | | | \$28.6906 |
| | GRL | | | \$2.6186 |
| | Total | | | \$390.84 |

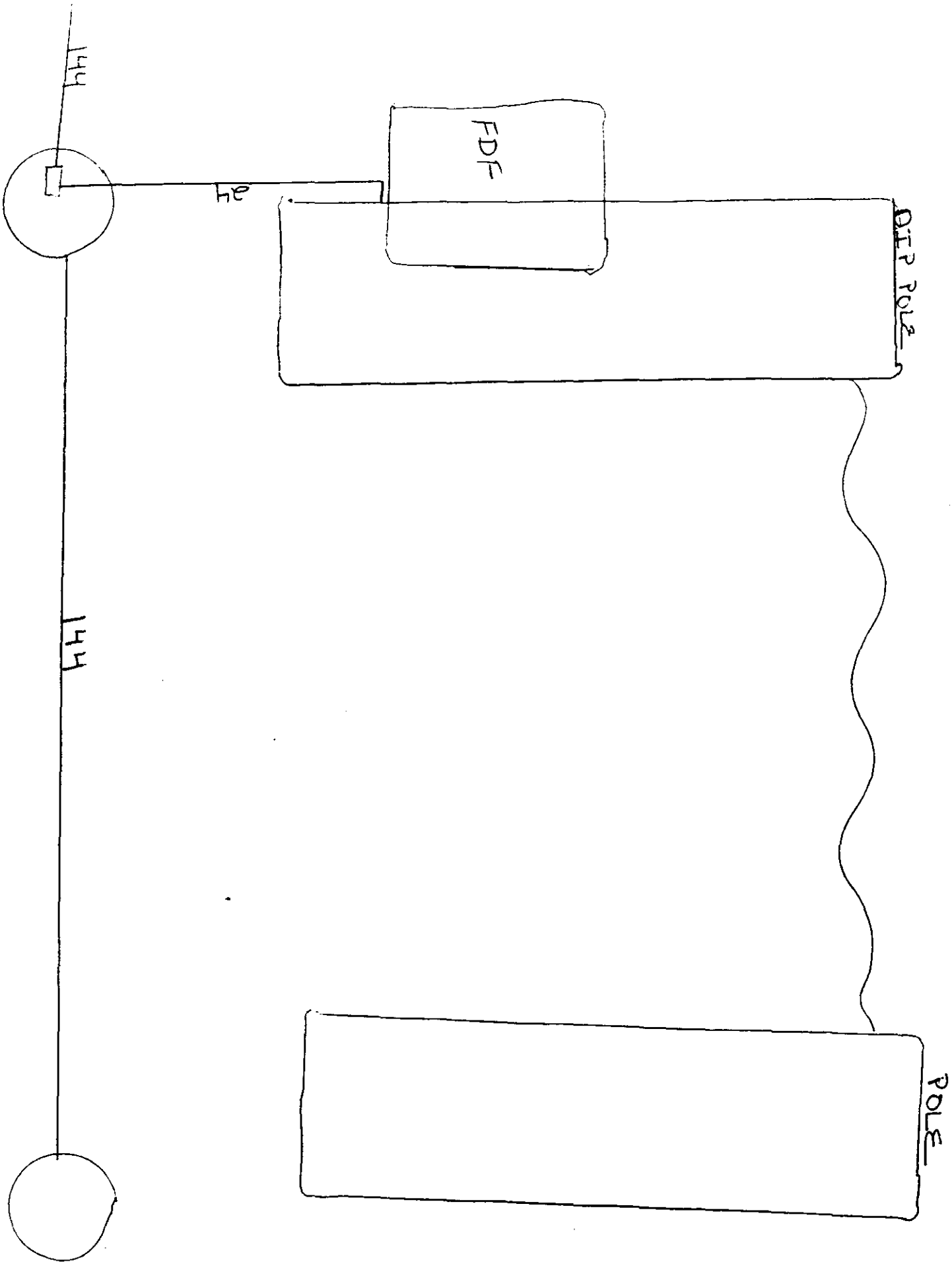


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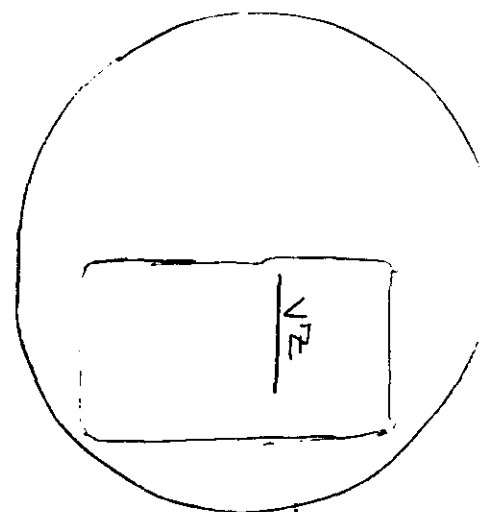
EO



NEUTRON VA EX-50

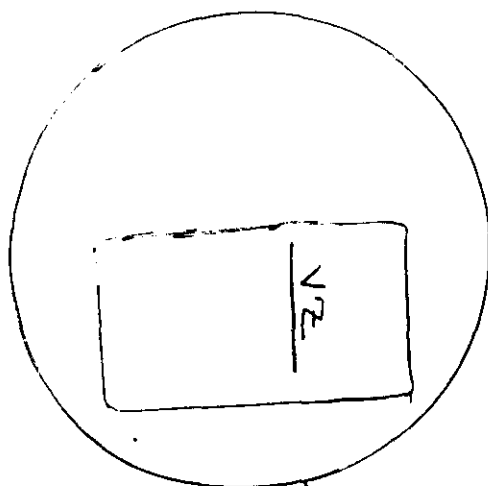
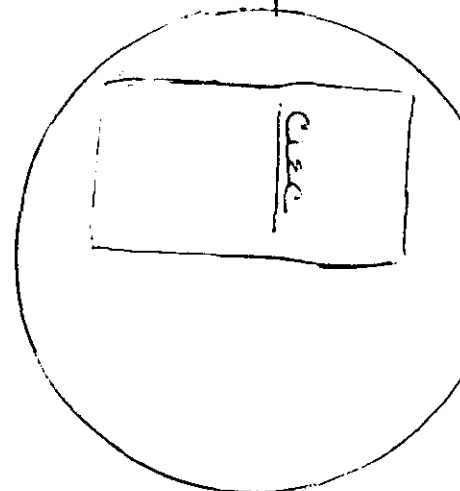


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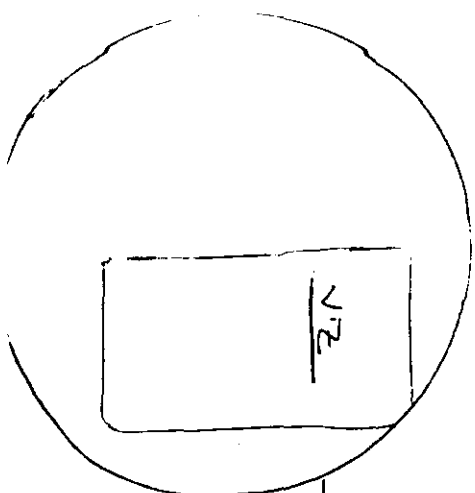
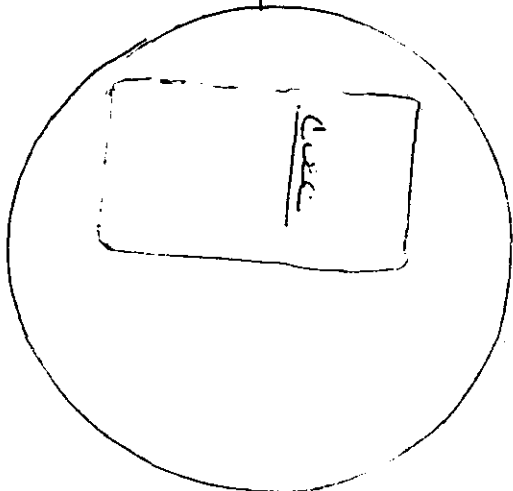


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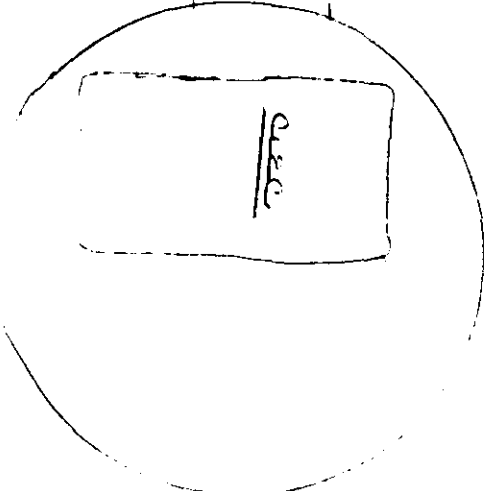


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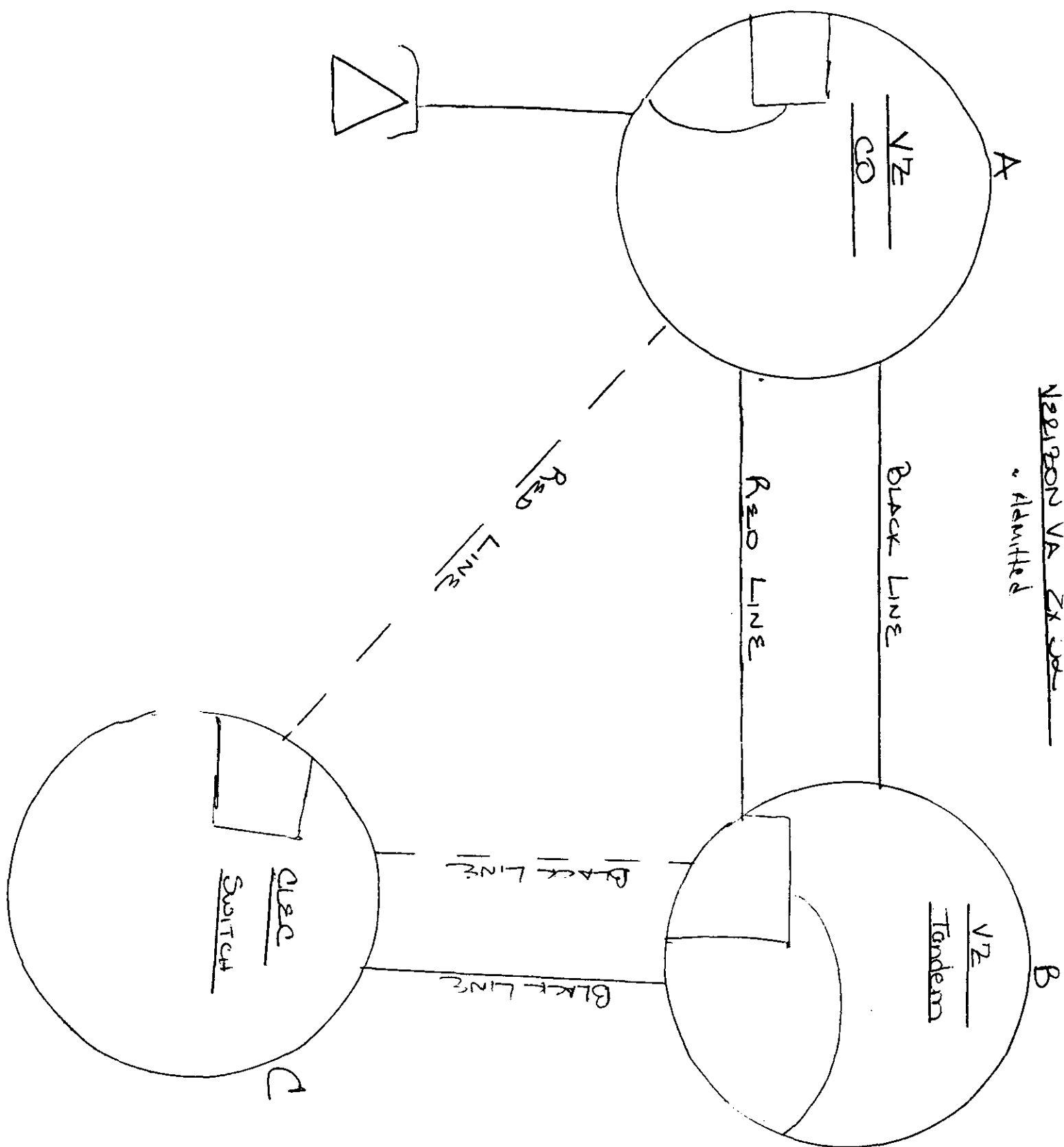


CL&C

VERBODEN



Version VA 2x 2x
Admitted



Winchester

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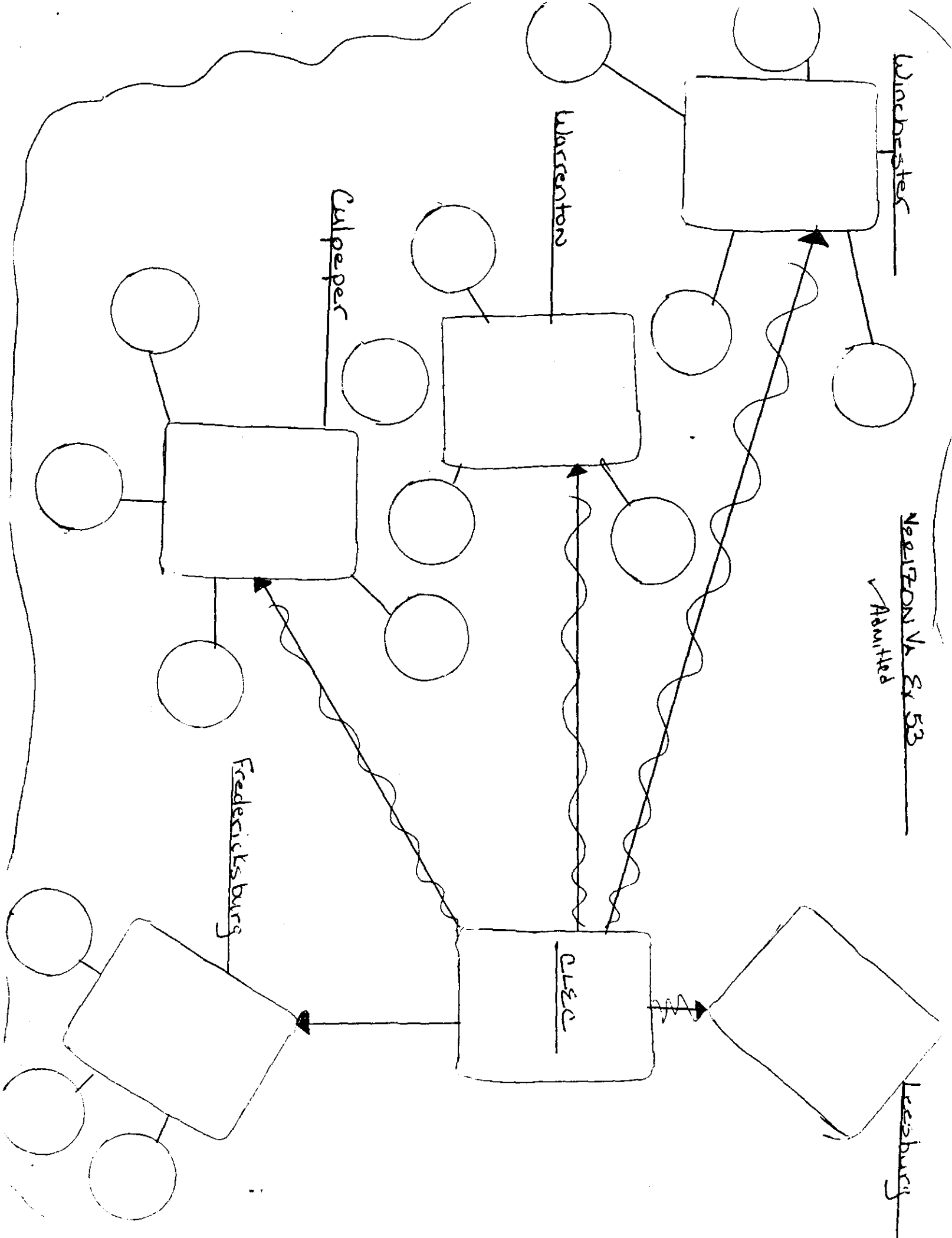
Leesburg

Laurenton

Culpeper

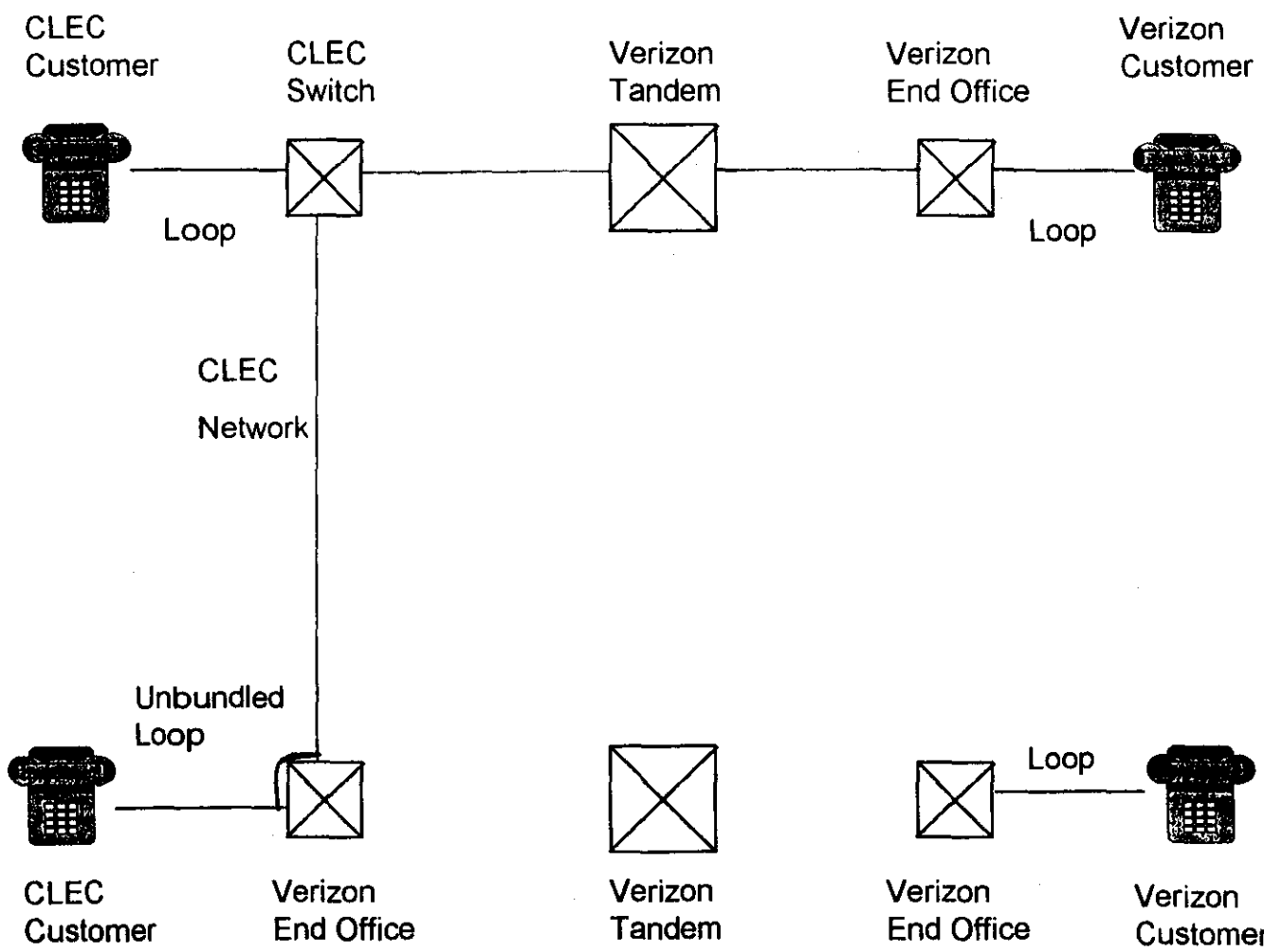
Fredricksburg

CLSC



Vzn 54
Admitted ✓

NETWORK INTERCONNECTION DISCUSSION DIAGRAMS



CITY A

CITY B

Jeffrey A. Masoner
Vice President Interconnection Services
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11th Floor
Arlington, Va. 22201
Tel. 703 974-4610
Fax 703 974-0314



Verizon Enh. SS
Admitted -

May 14, 2001

«Carrier»
«Name»
«Title»
«Adr1» «Adr2»
«City», «St» «ZIP»

Dear Customer:

On April 18, 2001, the Federal Communications Commission ("FCC") adopted an order addressing the charges that carriers may bill to and collect from each other in connection with their exchange of dial-up Internet traffic. See, *Order on Remand and Report and Order*, CC Docket Nos. 96-98, 99-68 (adopted April 18, 2001) (the "Order"). This letter is intended to advise you of the key provisions of the Order, and to notify you of steps that Verizon is taking to implement the Order. Because the Order may have a material effect on your operations, please read this letter carefully.

In the Order, the FCC determines that Internet traffic is interstate exchange access traffic – specifically, information access traffic – and that such traffic is not subject to payment of reciprocal compensation under Section 251(b)(5) of the Communications Act. In addition, the FCC reconfirms its prior analysis that led to its earlier ruling that Internet traffic is not "local" traffic because a call to the Internet is one, continuous call and not two separate calls. In order to limit the regulatory arbitrage opportunity that has existed in those states where reciprocal compensation has been paid on Internet traffic prior to adoption of the Order, the FCC exercises its authority under Section 201 of the Communications Act to prescribe an alternative, transitional intercarrier compensation regime for Internet traffic.

In order to give effect to the Order, and to ensure its continued compliance with applicable law, Verizon will implement the following practices on the effective date of the rate-affecting provisions of the Order (i.e., thirty days after publication in the Federal Register):

- To the extent Verizon is exchanging dial-up Internet traffic and traffic properly compensable under Section 251(b)(5) with you in a given state over facilities obtained under a particular interconnection agreement or local interconnection tariff, Verizon will presume, as an initial matter, that any such traffic that exceeds a 3:1 ratio of terminating to originating traffic is Internet traffic (and therefore interstate exchange access traffic). Either party may seek to rebut this presumption by

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demonstrating to the appropriate state regulatory commission that traffic below this ratio is in fact Internet traffic, or that traffic above this ratio is non-Internet traffic that is subject to reciprocal compensation pursuant to Section 251(b)(5) of the Act. During the pendency of any such proceedings, traffic above the 3:1 ratio will continue to be governed by the intercarrier compensation regime set forth in the Order, and upon conclusion of such proceedings, compensation paid between the parties will be subject to true-up, if appropriate.

- Initially, and continuing for six months after the effective date of the Order, the intercarrier compensation rate for Internet traffic will be capped at \$.0015 per minute of use. Starting in the seventh month, and continuing for eighteen months, the rate will be capped at \$.001 per minute of use. Starting in the twenty-fifth month, and continuing through the thirty-sixth month or until further FCC action (whichever is later), the rate will be capped at \$.0007 per minute of use. If state law has previously required payment on Internet traffic at a rate lower than the applicable rate caps established in the Order, or has previously required a lower rate structure for Internet traffic, such as "bill and keep," then that lower rate or rate structure may apply under the terms of the Order.
- The amount of Internet traffic on which Verizon will pay intercarrier compensation to you in 2001 in a given state may not exceed 110% of the total number of Internet-bound minutes for which you were entitled to compensation under your interconnection agreement or local interconnection tariff in that state in the first quarter of 2001, annualized. (The volume of compensable Internet traffic in 2002 may not exceed 110% of the 2001 compensable Internet traffic volume originated on Verizon's network in a given state, and in 2003 may not exceed the 2002 compensable volume originated on Verizon's network in that state.) Accordingly, if you were not exchanging Internet traffic with Verizon in the first quarter of this year, or if for any reason you were not entitled under your interconnection agreement or local interconnection tariff to compensation on Internet traffic during that period, then you will not be entitled to compensation for Internet traffic under the Order.
- Verizon will pay properly invoiced intercarrier compensation charges on dial-up Internet traffic that originates on Verizon's network on or after the effective date of the Order up to the rate caps and payment limits authorized by the Order, as described above. **You are hereby put on notice, to the extent such notice is required, that Verizon will not pay any amounts invoiced by you that exceed the applicable rate caps or payment limits, as described above.**
- With respect to those states in which the state regulatory commission or any court of competent jurisdiction has previously determined that you are entitled to receive compensation for Internet traffic under the terms of your interconnection agreement, the Order recognizes Verizon's right to invoke the change of law provisions set forth in that agreement. Without waiving its position that neither Section 251(b)(5) nor your current interconnection agreement or any relevant tariff obligates Verizon to pay

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or continue paying reciprocal compensation on Internet traffic, Verizon hereby gives written notice, to the extent such notice is required, that the Order constitutes a material change of law in the aforementioned states. Verizon hereby invokes any and all rights it may have under your interconnection agreement or otherwise with respect to government orders affecting its obligations to you or other changes in law, including, where applicable, the right to terminate any provision of your interconnection agreement that imposes obligations on Verizon that are no longer required under applicable law.

The Order requires Verizon to offer all CLECs and CMRS providers an optional reciprocal compensation rate plan for termination of non-Internet traffic subject to Section 251(b)(5). Under this optional plan, such traffic exchanged between Verizon and a Local Exchange Carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to Internet traffic in that state under the terms of the Order. The terms and conditions applicable to this optional rate plan are available from your account manager or your designated Verizon Contract Negotiator, and will take effect no earlier than the date that is thirty days after publication of the Order in the Federal Register.

Because we anticipate that all parties will experience temporary billing difficulties in implementing the Order, you are encouraged to work with your assigned Verizon Account Manager to understand how the terms of the Order will be applied to you in each of the Verizon states in which you do business.

Very truly yours,

A handwritten signature in cursive script that reads "Jeffrey A. Masoner".

Jeffrey A. Masoner
Vice President Interconnection Services

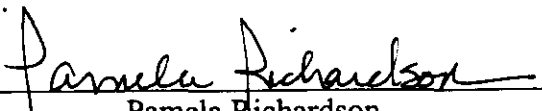
**ERRATA TO
VERIZON VA'S AUGUST 17 (Exhibit 12) AND SEPTEMBER 5 (Exhibit 29)
TESTIMONY ON MEDIATION AND NON-MEDIATION ISSUES FOR
MISCELLANEOUS ISSUES**

- Add Donna Finnegan and Pamela Richardson to the Miscellaneous Panel as adopting the testimony therein. Their declarations are attached as pertinent to the amendment of the Miscellaneous Panel testimony.

Declaration of Pamela Richardson

I declare under penalty of perjury that I have reviewed the portions of the Miscellaneous Issues Panel and that those sections as to which I testified are true and correct.

Executed this 10th day of October 2001.




Pamela Richardson

Declaration of Donna Finnegan

I declare under penalty of perjury that I have reviewed the portions of the Miscellaneous Issues Panel and that those sections as to which I testified are true and correct.

Executed this 10th day of October 2001.



Donna Finnegan

VERIZON VA PROPOSED CONTRACT LANGUAGE TO WORLDCOM**Issue VI-1(AA) Information Services Traffic**

For purposes of this Agreement, information services and Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Information Services Traffic does not include Internet Traffic. Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

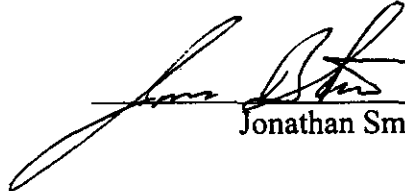
At the present time, neither Party offers information services on its network platform. The Parties agree to negotiate additional terms and rates and conditions as necessary to permit mutual interconnection to Information Services offered on either Party's network platform in the event that such Information Services are made available. Such negotiations shall commence promptly upon request of either Party and, if the Parties are unable to reach agreement within thirty (30) days of such request, either Party may submit the matter to the expedited Dispute Resolution process set forth in Section 28.11.

V2 EXHIBIT 58
✓ Admitted

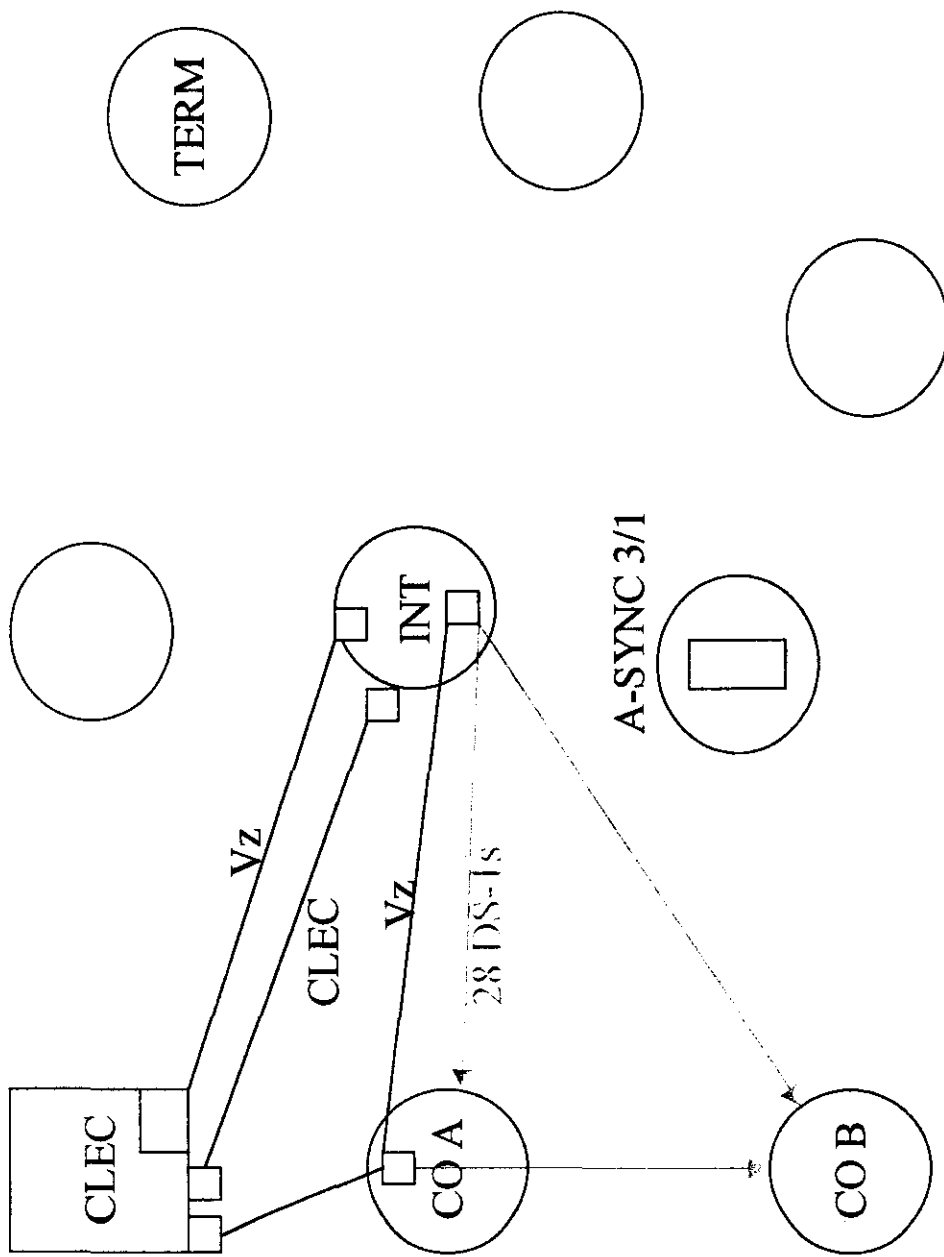
Declaration of Jonathan Smith

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 11th day of October 2001.


Jonathan Smith

Verizon Exhibit 59 (AT&T additions in red)



911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 ***CLEC Acronym TXT*** may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which ***CLEC Acronym TXT*** provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide ***CLEC Acronym TXT*** with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, ***CLEC Acronym TXT*** and Verizon will negotiate arrangements to connect ***CLEC Acronym TXT*** to the 911 service in accordance with applicable state law.
- 1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the ***CLEC Acronym TXT***-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.
- 1.3 Within thirty (30) days of its receipt of a complete and accurate request from ***CLEC Acronym TXT***, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide ***CLEC Acronym TXT***, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
 - 1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where ***CLEC Acronym TXT*** is providing, or represents to Verizon that it intends to provide within sixty (60) days of ***CLEC Acronym TXT***'s request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis, CLEC and Verizon shall work cooperatively, where necessary, to resolve MSAG discrepancies;
 - 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which ***CLEC Acronym TXT*** plans to offer Telephone Exchange Service;
 - 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
 - 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
 - 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
 - 1.3.6 prompt return of any ***CLEC Acronym TXT*** 911/E-911 data entry files containing errors, so that ***CLEC Acronym TXT*** may ensure the accuracy of the Customer records.

2. Electronic Interface

CLEC Acronym TXT shall use, where available, the appropriate Verizon electronic interface, through which ***CLEC Acronym TXT*** shall input and provide a daily update of 911/E-911 database information related to appropriate ***CLEC Acronym TXT***

Customers. In those areas where an electronic interface is not available, ***CLEC Acronym TXT*** shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards (NENA). ***CLEC Acronym TXT*** may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of ***CLEC Acronym TXT*** Customer information. Technical specifications related to the database shall be made available to CLECs.

3. 911 Interconnection

Verizon and ***CLEC Acronym TXT*** will use commercially reasonable efforts to facilitate the prompt, robust, reliable, nondiscriminatory and efficient interconnection of ***CLEC Acronym TXT*** systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

4.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide CLEC with a minimum of two (2) dedicated trunks diversely routed for the provision of E 911 services.

4.2 ***CLEC Acronym TXT*** shall be responsible for providing facilities from the ***CLEC Acronym TXT*** End Office to the 911 Tandem or selective router. ***CLEC Acronym TXT*** shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

4.3 CLEC may use SS7 signaling where offered by Verizon or may, at it's option, use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification (ALI) screen reflect two numbers: the "old" number and the "new" number assigned by ***CLEC Acronym TXT***. Therefore, for those ported telephone numbers using INP, ***CLEC Acronym TXT*** will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, ***CLEC Acronym TXT*** will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. ***CLEC Acronym TXT*** will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 ***CLEC Acronym TXT*** is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using ***CLEC Acronym TXT***'s NENA COID to lock and unlock records and the posting of ***CLEC Acronym TXT***'s NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. PSAP Coordination

Verizon and ***CLEC Acronym TXT*** will work cooperatively to arrange meetings with

PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

7. 911 Compensation

CLEC Acronym TXT will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

8. 911 Rules and Regulations

CLEC Acronym TXT and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in [State].

9. 911/E911 Outages

MCIm will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCIm demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCIm if no defect is found in Verizon's network.

**Index to Verizon VA Exhibits
Submitted in Response to Record Requests**

| Exhibit No. | Description |
|--------------------|---|
| 61. | Verizon Ex. 61 – Unbundled Network Elements Panel Record Request: Interconnection Agreement in Texas (dedicated transport – multiplexing) |
| 62. | Verizon Ex. 62 – Unbundled Network Elements Panel Record Request: Billing history on LIDB dips |
| 63. | Verizon Ex. 63 – Advanced Services Panel Record Request: Methods and Procedures and Service Descriptions Agree Upon in NY DSL Collaborative Minutes |
| 64. | Verizon Ex. 64 – Network Architecture Panel Record Request: IPs within local calling area |
| 65. | Verizon Ex. 65 – Network Architecture Panel Record Request: Newport News tandem |
| 66. | Verizon Ex. 66 – Network Architecture Panel Record Request: Mass. deadline for mid-span meet |
| 67. | Verizon Ex. 67 – Network Architecture Panel Record Request: Number of CO's subtending tandem |
| 68. | Verizon Ex. 68 – Network Architecture Panel Record Request: Mass Arbitration Order on mid-span meet |
| 69. | Verizon Ex. 69 – Intercarrier Compensation Panel Record Request: Intercarrier compensation post-ISP Remand Order |
| 70. | Verizon Ex. 70 – Miscellaneous Panel Record Request: WorldCom contract excerpts on billing for information services traffic |
| 71. | Verizon Ex. 71 – Network Architecture Panel Record Request: Termination of tandem transit |
| 72. | Verizon Ex. 72 – Network Architecture Panel Record Request: MECAB on liability |
| 73. | Verizon Ex. 73 – Network Architecture Panel Record Request: MECAB on audits |
| 74. | Verizon Ex. 74 – Network Architecture Panel Record Request: MECAB on electronic data transfer |
| 75. | Verizon Ex. 75 – Network Architecture Panel Record Request: MECAB on error reporting |
| 76. | Verizon Ex. 76 – Network Architecture Panel Record Request: MECAB on meet point billing |

| Exhibit No. | Description |
|-------------|---|
| 77. | Verizon Ex. 77 – Network Architecture Panel Record Request: NY and Mass cites on CPN |
| 78. | Verizon Ex. 78 – Network Architecture Panel Record Request: Other carriers who agreed on CPN |
| 79. | Verizon Ex. 79 – Inter-carrier Compensation Panel Record Request: Verizon's proposal on inter-carrier comp. |
| 80. | Verizon Ex. 80 – Inter-carrier Compensation Panel Record Request: Geographic location vs. NPA-NXX |
| 81. | Verizon Ex. 81 – Inter-carrier Compensation Panel Record Request: Corrected Exhibit 27 |
| 82. | Verizon Ex. 82 – Inter-carrier Compensation Panel Record Request: Verizon's proposed billing language |